	Case 3:10-cv-00997-IEG-KSC Document 1	5 Filed 07/21/10 Page 1 of 10	
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5 6 7 8 9	SEYFARTH SHAW LLP Arthur J. Rooney (pro hac vice) 131 S. Dearborn Street, Suite 2400 Chicago, IL 60603 Telephone: (312) 460-5000 Facsimile: (312) 460-7000 nfinkel@seyfarth.com arooney@seyfarth.com Attorneys for Defendant GC SERVICES, LP		
11	UNITED STATES DISTRICT COURT		
12	SOUTHERN DISTRICT OF CALIFORNIA		
13	SAN DIEGO		
14 15	BROOKE GARDNER, individually, and on behalf of a class of others similarly situated,	Case No. 3:10-CV-00997 IEG-CAB  Hon. Irma E. Gonzalez	
16	Plaintiffs,		
17	V.	) ANSWER )	
18	GC SERVICES, LP		
19	Defendant.		
20	·		
21		) )	
22			
23		) Complaint Filed: March 24, 2010	
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	12514041v.2	ANSWER CASE NO. 3:10-cv-00997 IEG-CAB	

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Defendant GC Services Limited Partnership ("Defendant" or "GC Services") answers Plaintiff Brooke Gardner's Complaint as follows:

- Defendant admits that it provides telephone-based customer service and collections services to various companies throughout the United States and that it has two or more call centers in the State of California. Defendant denies the remaining allegations in Paragraph 1.
- 2. Defendant admits that Plaintiff previously worked for GC Services in its San Diego, California call center. Defendant further admits that Plaintiff purports to bring this action as a class action under California law and that Plaintiff seeks the relief requested in Paragraph 2. Defendant denies the remaining allegations in Paragraph 2.

## PARTIES, JURISDICTION AND VENUE

- 3. Defendant admits that its principal place of business is in Texas, that it does business in California, and that its headquarters is located at 6330 Gulfton Street, Houston, Texas 77081. Defendant denies the remaining allegations in Paragraph 3.
- 4. Defendant admits that Plaintiff previously worked for GC Services in its San Diego, California call center. Upon information and belief, Defendant admits that Plaintiff is a resident of Alpine, California.
- 5. Defendant states that jurisdiction is appropriate in this Court due to Defendant's timely removal of the action from the Superior Court of the State of California for the County of San Diego to this Court.
- 6. Defendant states that venue is appropriate in this Court due to Defendant's timely removal of the action from the Superior Court of the State of California for the County of San Diego to this Court.

-1-

1	GENERAL ALLEGATIONS			
2	7.	Defendant admits that the job descriptions for CCEs in California are		
3	similar and that CCEs in California, among other things, perform collections wor			
4	by telephone. Defendant denies the remaining allegations in Paragraph 7.			
5	8.	Defendant admits the allegations in Paragraph 8.		
6	9.	Defendant denies the allegations in Paragraph 9.		
7	10.	Defendant denies the allegations in Paragraph 10.		
8	11.	Defendant denies the allegations in Paragraph 11.		
9	12.	Defendant denies the allegations in Paragraph 12.		
10	13.	Defendant denies the allegations in Paragraph 13.		
11	14.	Defendant denies the allegations in Paragraph 14.		
12	15.	Defendant denies the allegations in Paragraph 15.		
13	16.	Defendant denies the allegations in Paragraph 16.		
14				
15		CLASS ALLEGATIONS		
16	17.	Defendant admits that Plaintiff purports to bring this action as a class		
17	action on behalf of the individuals described in Paragraph 17. Defendant denies			
18	the remaining allegations in Paragraph 17.			
19	18.	Defendant denies the allegations in Paragraph 18.		
20	19.	Defendant denies the allegations in Paragraph 19.		
21	20.	Defendant admits that Plaintiff's proposed class consists of hundreds		
22	of persons.	Defendant denies the remaining allegations in Paragraph 20.		
23	21.	Defendant denies the allegations in Paragraph 21 and all of its		
24	subparts.			
25	22.	Defendant denies the allegations in Paragraph 22.		
26	23.	Defendant denies the allegations in Paragraph 23.		
27	24.	Defendant denies the allegations in Paragraph 24.		
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25.	Defendant admits that Plaintiff's counsel is qualified and has	
extensive e	xperience prosecuting employment and wage-hour class actions.	
Defendant lacks knowledge or information sufficient to form a belief as to the truth		
of the remaining allegations contained in Paragraph 25 and therefore denies the		
same.		
26.	Defendant denies the allegations in Paragraph 26.	
	COUNT I	
Failure to Pay Straight-Time Wages in Violation of California State Law		
27.	Defendant repeats and re-alleges its answers to Paragraphs 1 through	
26 as if full	y set forth herein.	
28.	Defendant denies the allegations in Paragraph 28.	
29.	Defendant denies the allegations in Paragraph 29.	
30.	Defendant denies the allegations in Paragraph 30.	
	<u>COUNT II</u>	
<u>Failu</u>	re to Pay Overtime Wages in Violation of California State Law	
31.	Defendant repeats and re-alleges its answers to Paragraphs 1 through	
30 as if full	y set forth herein.	
32.	The allegations in Paragraph 32 are conclusions of law to which no	
responsive j	pleading is required. To the extent that any of the allegations in	
Paragraph 32 are deemed factual averments, they are denied.		
33.	Defendant denies the allegations in Paragraph 33.	
34.	Defendant denies the allegations in Paragraph 34.	
35.	Defendant denies the allegations in Paragraph 35.	
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36.	Defendant denies the allegations in Paragraph 36.	
36.	Defendant denies the allegations in Paragraph 36.	
	extensive ender Defendant of the remainsame.  26.  Failure 27. 26 as if full 28. 29. 30.  Failure 31. 30 as if full 32. responsive paragraph 3 33.	

**COUNT III** 1 Failure to Pay All Compensation Due and Owing at Termination in 2 3 **Violation of California State Law** Defendant repeats and re-alleges its answers to Paragraphs 1 through 37. 4 36 as if fully set forth herein. 5 6 38. The allegations in Paragraph 38 are conclusions of law to which no 7 responsive pleading is required. To the extent that any of the allegations in 8 Paragraph 38 are deemed factual averments, they are denied. The allegations in Paragraph 39 are conclusions of law to which no 9 responsive pleading is required. To the extent that any of the allegations in 10 11 Paragraph 39 are deemed factual averments, they are denied. The allegations in Paragraph 40 are conclusions of law to which no 12 40. responsive pleading is required. To the extent that any of the allegations in 13 14 Paragraph 40 are deemed factual averments, they are denied. Defendant denies the allegations in Paragraph 41. 15 41. 16 17 **COUNT IV** Violation of the California Business and Professions Code §§ 17200, et seq. 18 19 42. Defendant repeats and re-alleges its answers to Paragraphs 1 through 41 as if fully set forth herein. 20 21 43. Defendant denies the allegations in Paragraph 43 and all of its 22 subparts. Defendant denies the allegations in Paragraph 44. 23 44. Defendant denies the allegations in Paragraph 45. 24 45. Defendant denies the allegations in Paragraph 46. 25 46. Defendant denies the allegations in Paragraph 47. 47. 26 27 28 -4-

1 **COUNT V** 2 Quantum Meruit 3 48. Defendant repeats and re-alleges its answers to Paragraphs 1 through 47 as if fully set forth herein. 4 5 49. Defendant admits that, for some of the time period alleged in Paragraph 49, CCEs performed valuable services for GC Services. Defendant 6 denies the remaining allegations in Paragraph 49. 7 8 50. Defendant denies the allegations in Paragraph 50. 51. Defendant denies the allegations in Paragraph 51. 9 10 52. Defendant denies the allegations in Paragraph 52. 11 Defendant denies that Plaintiff is entitled to any of the relief sought in the non-12 enumerated paragraphs appearing below Paragraph 52. 13 14 AFFIRMATIVE DEFENSES 15 Defendant acted in good faith and had reasonable grounds for 1. believing that it acted properly in its pay practices with respect to Plaintiff and 16 17 other employees. 18 2. Plaintiff's claims and those of the potential class members are barred, 19 in whole or in part, by applicable statutes of limitations, including but not limited to, California Code of Civil Procedure sections 338, 339, and 340 and California 20 21 Business and Professions Code section 17208. 22 Plaintiff's claims and those of the potential class members are barred to the extent they claim hours worked that they had an opportunity to report but 23 failed to do so. 24 25 4. Plaintiff's claims and those of the potential class members are barred to the extent they received any payments during their employment in excess of 26 those payments that they were entitled to receive. 27 28 -5-

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1	5.	Plaintiff's claims a	and those of the potential class members for a	
2	penalty award under California Labor Code section 203 are barred because,			
3	Defendant did not willfully fail to comply with the compensation provisions of the			
4	Labor Cod	le, but rather acted in	good faith and based on a reasonable belief that it	
5	had paid a	ll wages to termination	ng employees.	
6	6.	Defendant reserve	s the right to assert such additional affirmative	
7	defenses that may appear and prove applicable during the course of this litigation.			
8				
9			PRAYER	
10	1.	That Plaintiff take	nothing for the Complaint;	
11	2.	That judgment be	entered in favor of Defendant and against Plaintiff	
12		on all causes of ac	tion;	
13	3.	That Defendant be	awarded reasonable attorney's fees according to	
14		proof;		
15	4.	That Defendant be	e awarded the costs of suit incurred herein; and	
16	5.	That Defendant be	awarded such other and further relief as the Court	
17		may deem appropr	riate.	
18	DATED: .	July 21, 2010	SEYFARTH SHAW LLP	
19			Ry s/Mariana Aquilar	
20			By <u>s/Mariana Aguilar</u> Mariana Aguilar Attorneys for Defendant GC SERVICES, LP E-mail: maguilar@seyfarth.com	
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			ANSWER CASE NO. 3:10-cv-00997 IEG-CAB	

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1	CERTIFICATE OF SERVICE		
2	STATE OF CALIFORNIA )		
3	COUNTY OF LOS ANGELES ) ss		
4			
5	I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 2029 Century Park East,		
6 7	Suite 3500, Los Angeles, California 90067-3021. On July 21, 2010, I served the within documents:		
8	ANSWER		
9	I sent such document from facsimile machine (310) 201-5219 on . I		
10	certify that said transmission was completed and that all pages were		
11	received and that a report was generated by facsimile machine (310) 201-5219 which confirms said transmission and receipt. I, thereafter, mailed a		
12	copy to the interested party(ies) in this action by placing a true copy		
13	thereof enclosed in sealed envelope(s) addressed to the parties listed below.		
14			
15 16	by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, addressed as set forth below on the attached Service List.		
17	by personally delivering the document(s) listed above to the person(s) at		
18	the address(es) set forth below.		
19	by placing the document(s) listed above, together with an unsigned copy		
20	of this declaration, in a sealed Federal Express envelope with postage paid on account and deposited with Federal Express at Los Angeles,		
21	California, addressed as set forth below.		
22	by placing the document(s) listed above, together with an unsigned copy		
23	of this declaration, in a sealed Overnite Express envelope with postage		
24	paid on account and deposited with Overnite Express at Los Angeles, California, addressed as set forth below.		
25	by transmitting the document(s) listed above, electronically, via the e-		
26	mail addresses set forth below.		
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electronically by using the Court's ECF/CM System.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made.

Executed on July 21, 2010, at Los Angeles, California.

Laura Thixton

-3-

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